

JUL 1 11 40 AM 1949

# State of South Carolina,

OLLIE FARNSWORTH  
R. M. C.

County of GREENVILLE

R. D. BYRAM AND VILMA O. BYRAM

SEND GREETING:

WHEREAS, ~~we~~ the said R. D. Byram and Vilma O. Byram

and by ~~our~~ certain promissory note in writing, of even date with these presents ~~are~~ well and truly indebted to Ashworth Bros., Inc.

in the full and just sum of One Thousand Fifty and No/100 (\$ 1,050.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of two & one-half (2 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of August, 1949, and on the 1st day of each month of each year thereafter the sum of \$ 20.00 to be applied on the interest and principal thereafter until said principal & interest are paid in full interest and principal of said note, said payments to continue up to and including the day of 19--; ~~and the balance of said principal and interest to be due and payable on the~~ day of 19--; the aforesaid monthly payments of \$ 20.00 each are to be applied first to interest at the rate of two & one-half (2 1/2%) per centum per annum on the principal sum of \$ 1,050.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That ~~we~~ the said R. D. Byram and Vilma O. Byram in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Ashworth Bros., Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said R. D. Byram and Vilma O. Byram in hand and truly paid by the said Ashworth Bros., Inc. at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Ashworth Bros., Inc.

All that certain piece, parcel or lot of land situate, lying and being on the Southwest side of Laurens Road, in that area recently annexed to the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 28, Block A, on plat of East Highlands Estates, made by Dalton & Neves, Engineers, April 1940, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book K, at pages 35 and 36, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Laurens Road, at joint front corner of Lots 27 and 28 of Block A, said pin being 90 feet in a Southeasterly direction from the point where the Southwest side of Laurens Road intersects with the Southeast side of West View Avenue, and running thence along the line of Lot 27, S. 37-36 W. 160 feet to iron pin; thence with line of Lot 26 S. 47-30 E. 88.3 feet to iron pin on the Northwest side of a 5-foot strip of land reserved for utilities; thence along the Northwest edge of the strip of land reserved for utilities N. 38-15 E. 160 feet to iron pin on the Southwest edge of Laurens Road; thence along Laurens Road following a curved line (the chord being N. 46-31 W. 90 feet) to iron pin, the beginning corner.

*Paid in full and satisfied this 2nd day of April, 1952*  
*In the presence of:*  
*Marjorie F. Heath*  
*Sarah B. Kelly*  
*15 Feb. 52*  
*Ollie Farnsworth*  
*4:01 P. M. 52*  
*Ashworth Bros., Inc. (L.S.)*  
*By J. E. Cox, Jr.*